

October 6, 2005

Ms. Beth O'Donnell
Public Service Commission
211 Sower Boulevard
P.O. Box 615
Frankfort, KY 40602-0615

Case 2005-00418

RECEIVED

OCT 6 - 2005

PUBLIC SERVICE
COMMISSION

**Re: Interconnection Agreement Negotiated by West Kentucky Rural Telephone Cooperative Corporation, Inc. and NPCR, Inc. (Nextel Partners) Pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996
PSC Reference No. 00787**

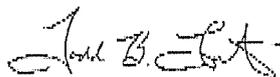
Dear Ms. O'Donnell:

On September 19, 2005 West Kentucky Rural Telephone Cooperative Corporation, Inc. and NPCR, Inc. ("Nextel Partners") submitted an interconnection agreement for review and approval by the Commission. By letter dated September 20 you notified the parties that the agreement is in compliance with federal law and previous Commission orders. You indicated that the agreement would be deemed effective on December 17, 2005.

Nextel Partners would request the Commission approve this agreement on an expedited basis. The agreement provides for the activation of facilities that will carry local traffic between West Kentucky customers and Nextel Partners' local numbers in Murray and Mayfield. The sooner this agreement is approved, the sooner West Kentucky customers will be able to dial these Nextel Partners numbers on a local basis. West Kentucky does not object to expedited approval of this agreement.

I have enclosed a copy of the parties interconnection agreement for your convenience. If you have any questions with regard to this matter, please do not hesitate to contact me.

Sincerely,



Todd B. Lantor

cc: Trevor R. Boristetter

AGREEMENT

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PUBLIC SERVICE
COMMISSION

for

FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION OF
TELECOMMUNICATIONS TRAFFIC

CMRS-LEC AGREEMENT

Between

West Kentucky Rural Telephone Cooperative Corporation, Inc.

and

NPCR, INC. ("Nextel Partners")

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AGREEMENT FOR FACILITIES-BASED NETWORK INTERCONNECTION
FOR TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC
(CMRS-LEC AGREEMENT)

Pursuant to this CMRS-LEC Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic, West Kentucky Rural Telephone Cooperative Corporation, Inc. ("WKRTC") and NPCR, Inc. ("NPCR") will extend certain network arrangements to one another as specified below.

Recitals

WHEREAS, NPCR is a Commercial Mobile Radio Services ("CMRS") provider licensed by the Federal Communications Commission ("FCC") to provide CMRS; and

WHEREAS, WKRTC is a Local Exchange Carrier ("LEC") providing telecommunications services in the Commonwealth of Kentucky; and

WHEREAS, the Parties desire to interconnect their respective CMRS and LEC network facilities for the purpose of delivery of specific traffic for transport and termination on the other Party's network; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations and the terms and conditions under which they will interconnect their networks and provide services as set forth herein.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WKRTC and NPCR hereby agree as follows:

1.0 DEFINITIONS

As used in this Agreement, the following terms shall have the meanings specified below in this Section 1.0. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Communications Act of 1934, as amended. If no specific meaning exists for a specific term used in this Agreement, then normal usage in the telecommunications industry shall apply.

1.1 "Act" means the Communications Act of 1934, as amended.

1.2 "Affiliate" is As Defined in the Act.

1.3 "Central Office Switch" means a switch used to provide Telecommunications Services, including, but not limited to:

(a) "End Office Switches" which are used to terminate lines from individual stations for the purpose of interconnection to each other and to trunks; and

(b) "Tandem Office Switches" which are used to connect and switch trunk circuits between and among other Central Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.4 "Commercial Mobile Radio Service" or "CMRS" means Commercial Mobile Radio Service as defined in Part 20 of the FCC's Rules.

1.5 "Commission" means the Kentucky Public Service Commission.

1.6 "Common Channel Interoffice Signaling" or "CCIS" means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis and, unless otherwise agreed by the Parties, the CCIS used by the Parties shall be Signaling System Seven ("SS7").

1.7 "DS1" is a digital signal rate of 1.544 Mbps (MEGA Bits Per Second).

1.8 "DS3" is a digital signal rate of 44.736 Mbps.

1.9 "FCC" means the Federal Communications Commission.

1.10 "Information Service" is as defined in the Act.

1.11 "Information Service Provider" or "ISP" is any entity, including but not limited to an Internet service provider that provides information services.

1.12 "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

1.13 "Interconnection" for purposes of this Agreement is the linking of the NPCR and WKRTC networks for the delivery of traffic.

1.14 "Interexchange Carrier" or "IXC" means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.15 "Inter-MTA Traffic" is: (a) traffic originated by a CMRS end user of NPCR in one MTA and terminated to an end user of WKRTC in another MTA; or (b) traffic originated by an end user of WKRTC in one MTA and terminated to an end user of NPCR in another MTA. Inter-MTA Traffic is subject to WKRTC originating and terminating Switched Exchange Access Service charges.

1.16 "Local Exchange Carrier" or "LEC is as defined in the Act.

1.17 "Major Trading Area" or "MTA means Major Trading Area as defined in Section 24.202(a) of the FCC's rules.

1.18 "Multifrequency" means a signaling system for use between switching systems which uses a method of sending pulses over a circuit by using one pair of tones from a total set of five tones to encode each digit.

1.19 "NXX" means a three-digit code valid within an area code which appears as the first three digits of a seven-digit telephone number with the exception of the special 500, 600, 700,800, and 900 codes and other similar special codes that may come into common usage in the future.

1.20 "Party" means either WKRTC or NPCR, and "Parties" means WKRTC and NPCR.

1.21 "Point of Connection" or "POC" is a mutually agreed upon point of demarcation between networks where the delivery of traffic from one Party to the other Party takes place,

1.22 "Rate Center" means the specific geographic point ("Vertical and Horizontal" or "V & H" coordinates) and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC for its provision of basic exchange telecommunications services. The "rate center point" is the finite geographic point identified by a specific V & H coordinate which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which the LEC provides basic exchange telecommunications service bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area. The use by a CMRS provider of a Rate Center V & H for mobile CMRS services has no specific geographic meaning.

1.23 "Subject Traffic" is telecommunications traffic that is subject to Section 251(b)(5) of the Act. With respect to network interconnection between a CMRS licensee and a LEC, Subject Traffic is defined as traffic which is originated by an end user of one Party and terminates to an end user of the other Party within the same Major Trading Area ("MTA"), provided that the end user of NPCR is a two-way CMRS customer and the traffic is delivered by either Party over the connecting facilities covered by this Agreement. Subject Traffic is defined under this Agreement only for the purpose of defining the scope of traffic that is subject to compensation pursuant to 47 C.F.R. § 51.701(e) of the FCC's rules. The definition and use of the term Subject Traffic for purposes of this Agreement has no effect on the definition of local traffic or the geographic area associated with local calling under either Party's respective end user service offerings.

1.24 "Telecommunications" is as defined in the Act.

1.25 "Telecommunications Carrier" is as defined in the Act.

1.27 "Termination" is, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the switching of such traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.28 "Transport" is, with respect to the Subject Traffic delivered by one Party to the other Party over the facilities established pursuant to this Agreement, the transmission and any necessary tandem switching of such telecommunication traffic from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

2.0 INTERPRETATION AND CONSTRUCTION

2.1 All references to Sections, Exhibits, Appendices, and Schedules shall be deemed to be references to Sections of, and Exhibits, Appendices, and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Sections and the terms are inserted for convenience of references only and are not intended to be a part of or to

affect the meaning of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including NPCR's, WKRTC's or other third party offerings, guides or practices), statute, regulation, rule or tariff is for convenience of reference only and is not intended to be a part of or to affect the meaning of rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision).

2.2 The Parties acknowledge that some of the services, facilities, or arrangements described herein reference the terms of federal or state tariffs of the Parties. Each Party hereby incorporates by reference those provisions of any tariff that governs any terms specified in this Agreement. If any provision contained in this main body of the Agreement and any Appendix hereto cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall prevail. If any provision of this Agreement and an applicable tariff cannot be reasonably construed or interpreted to avoid conflict, the Parties agree that the provision contained in this Agreement shall prevail. This agreement supersedes any prior agreement between the Parties.

3.0 SCOPE

3.1 This Agreement sets forth the terms, conditions and prices under which the Parties agree to interconnect the CMRS network of NPCR and the LEC network of WKRTC for the purposes of delivering certain traffic within the scope of this Agreement specifically including:

3.1.1 CMRS to LEC Subject Traffic that is: (a) originated on the CMRS network of NPCR; (b) delivered to the WKRTC network over the connecting facilities established pursuant to this Agreement; and (c) terminated on the incumbent LEC network of WKRTC;

3.1.2 LEC to CMRS Subject Traffic that is: (a) originated on the incumbent LEC network of WKRTC; (b) delivered to NPCR over the connecting facilities established pursuant to this Agreement; and (c) terminated on the CMRS network of NPCR;

3.1.3 Inter-MTA Traffic that is: (a) originated on the network of one Party; (b) delivered to the other Party over the connecting facilities pursuant to this Agreement; and (c) terminated on the network of the other Party.

3.2 This Agreement provides for specific compensation between the Parties for the Transport and Termination of Subject Traffic on each Party's network as set forth in this Agreement. The specific provisions for compensation for the Transport and Termination of Subject Traffic do not apply to any other types of traffic or in any other geographic area.

3.3 Subject Traffic does not include: (a) Inter-MTA Traffic discussed in Section 5.4; **(b)** traffic that either Party originates to, or terminates from, an interexchange carrier regardless of the originating and terminating end points of a call; or (c) traffic that WKRTC originates to, or terminates from, any carrier over facilities and/or service arrangements that the carrier has obtained pursuant to an access service arrangement regardless of the originating and terminating points of a call. All traffic that WKRTC originates to, or terminates from, an interexchange carrier will be subject to access charges to be retained by WKRTC. There will be no sharing of access charge revenue that WKRTC bills either interexchange carriers or any other carriers that obtain access services from WKRTC. There will be no access services

provided jointly between the Parties pursuant to this Agreement.

3.4 This Agreement only applies with respect to the traffic delivered over the connecting network arrangement(s) between the Parties. This Agreement only applies to traffic originated by NPCR's CMRS mobile users that are located within the wireless service area of NPCR defined as the set of counties as set forth in Appendix C. The terms of this Agreement including, but not limited to, traffic distribution and the proportions of minutes of use that are Subject Traffic and Inter-MTA Traffic are directly related to and dependent on the specific service area of NPCR.

3.5 Compensation for the Transport and Termination of Subject Traffic applies only to traffic associated with the provision of local exchange carrier services by WKRTC and to traffic associated with the provision of two-way CMRS by NPCR. Neither Party shall provide an intermediary or transit traffic function for the other Party's connection of its end users to the end users of a third party telecommunications carrier without the consent of all parties and without the establishment of mutually agreeable terms and conditions governing the provision of the intermediary functions. This Agreement does not obligate either Party to utilize any intermediary or transit traffic function of the other Party. Traffic associated with fixed wireless services of NPCR is specifically excluded from this Agreement. Traffic associated with fixed wireless services of NPCR is specifically excluded from this Agreement. Traffic associated with any service that NPCR may provide to ISPs is excluded from this Agreement. This Agreement does not apply to traffic originated, terminated, or carried on third party networks or to any other traffic not specifically identified in this Section **3.0**.

3.6 Connecting facilities that may be established pursuant to this Agreement shall not be used by either Party to deliver any other traffic not specifically allowed under this Agreement in this Section 3.0. It will constitute a default of this Agreement for a Party to deliver, over the connecting network facilities, any traffic other than the traffic that is within the scope of this Agreement as specifically identified in this Section **3.0**.

4.0 SERVICE AGREEMENT

4.1 Methods of Interconnection. The Parties agree to interconnect their respective networks within the incumbent LEC service area of WKRTC at one or more Points of Connection ("POCs") as established by WKRTC. Interconnection will be provided through an appropriate WKRTC tandem switching office. The POC(s) will be set forth in Appendix A. WKRTC shall make available, to NPCR at the POC(s), trunks over which NPCR can terminate traffic described in Section **3.1** and Appendix A. NPCR shall make available, to WKRTC at the POC(s), trunks over which WKRTC can terminate traffic described in Section **3.1** and Appendix A. By mutual agreement, the Parties may interconnect on a bi-directional basis using two-way trunk groups between the Parties' networks. All interconnecting facilities will be at a DS1 level, multiple DS1 level, or DS3 level and will conform to industry standards. This Agreement does not apply to, and interconnection pursuant to this Agreement cannot be used for, traffic originated, terminated or carried by or on third party networks. All methods of interconnection are subject to the compensation structure set forth in Section 5.0 and Appendix B.

4.2 Service Arrangement. This Agreement provides for the following interconnection arrangement between the Parties for the purpose of delivery by one Party of specific traffic for Transport and Termination on the other Party's network. The Parties will

interconnect their respective networks based upon a Type 2A Service Interconnection ("Type 2A").

4.2.1 Type 2A. Type 2A involves trunk side connection to appropriate WKRTC tandem switching offices. Under the Type 2A arrangement, the interconnection facility acts like an interoffice trunk. Type 2A can by mutual agreement be used as a two-way service for originating and terminating traffic between the Parties' respective networks. This Agreement does not apply to, and Type 2A cannot be used for, traffic originated or terminated on third party networks.

4.2.1.1 For traffic terminating on WKRTC, Type 2A interconnection will be used by NPCR to deliver traffic for termination to valid NXX codes associated with WKRTC end offices that subtend the specific tandem office to which the Type 2A interconnection is made.

4.2.1.2 Based on the specific WKRTC local service area of the originating end user, the Type 2A interconnection will be used by WKRTC to deliver traffic to designated NPA-NXXs of NPCR for which the associated rate center (as determined by V&H coordinates) is within the specific WKRTC local service area of the originating WKRTC end user. If WKRTC establishes, consistent with the preceding sentence, any new local service area calling for WKRTC originating end users, this Agreement will be amended to include such calling. WKRTC local service areas are set forth in WKRTC's intrastate local service tariff. All allowable calling and called NPA-NXXs are set forth in Appendix C and can be amended only with the written agreement by both Parties.

4.2.1.3 The voluntary delivery of traffic pursuant to Subsections 4.2.1.1 and 4.2.1.2 does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.2.1.4 WKRTC agrees that any recognition by WKRTC of rate centers and the delivery of traffic pursuant to Section 4.2.1.2 based on the rate center V & H coordinates associated with NPA-NXX network numbers that NPCR assigns to its mobile CMRS customers is only for the purposes of, and subject to all of the terms of, this Agreement. The designation of rate center V & H coordinates by NPCR for NPA-NXX numbers assigned to Nextel Partner's mobile CMRS customers does not affect or determine the services offered by WKRTC or NPCR, the services provided to end users by either Party, the rate structure applied to services provided to end users by either Party, or the rates charged to end users by either Party for the services either Party provides. Any voluntary application with respect to service offerings or the delivery of traffic by either Party based on designation of rate center V & H coordinates for the NPA-NXX numbers assigned by NPCR to its mobile CMRS customers does not create legal or regulatory obligations for either Party that do not otherwise apply.

4.3 Signaling. SS7 connectivity will be provided in accordance with prevailing industry standards. The Parties agree to cooperate on the exchange of all appropriate SS7 messages for local call set-up, including ISDN User Part ("ISUP") and Transaction Capability User Part ("TCAP") messages to facilitate full interoperability of all CLASS features and functions between their respective networks. Any other SS7 message services to be provided using TCAP messages (such as database queries) will be jointly negotiated and agreed upon. All SS7 signaling parameters will be provided in conjunction with traffic trunk groups, where and as available. These parameters include, but are not limited to, Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator, calling party category

information, charge number, etc. All parameters related to network signaling information will also be provided, such as NPCR Information Parameter ("CIP"), wherever such information is needed for call routing and billing. Each Party will honor all Privacy Indicators as required under applicable law. NPCR must interconnect, directly or indirectly, with the WKRTC Signal Transfer Points ("STPs") serving the Telecommunications in which Telecommunications Traffic and Inter-MTA Traffic will be exchanged. NPCR may choose a third-party SS7 signaling provider to transport signaling messages to and from WKRTC's SS7 network. In that event, the third-party provider must present a letter of agency to WKRTC authorizing the third party to act on behalf of NPCR in transporting SS7 messages to and from WKRTC. The third-party provider for NPCR must interconnect with the WKRTC STP(s) serving the geographic area in which the traffic exchange trunk groups are located. Where SS7 signaling is not available, in-band signaling shall be used in accordance with accepted industry standards.

5.0 COMPENSATION ARRANGEMENTS

5.1 Subject Traffic

5.1.1 Subject to the provisions of Section 5.1.2, each Party shall pay the other Party for Transport and Termination of Subject Traffic that either Party delivers to the other Party's network pursuant to the provisions of this Agreement. These charges and rates do not apply to any other types of traffic or for traffic delivered in any other areas other than those set forth in this Agreement and described in Appendix A. The Parties agree that WKRTC will not provide any compensation to NPCR for traffic associated with one-way CMRS, including paging services, provided by NPCR.

5.1.2 The Parties agree that WKRTC will not provide any compensation to NPCR for Subject Traffic that WKRTC delivers over the connecting facilities pursuant to this Agreement to be terminated on the network of NPCR.

5.2 Rate Structure. A POC(s) will be established between the Parties' facilities-based networks as specified in Appendix A for the delivery of traffic described in Section 3.1. NPCR must obtain special access from WKRTC subject to the rates, terms and conditions contained in WKRTC's intrastate access tariff for the purpose of connection between the POC and WKRTC's applicable tandem office. These connecting facilities are set forth in Appendix A. WKRTC will charge special access from the applicable WKRTC intrastate access tariff for the tandem connecting facilities. Special access charges for the connecting facilities will be reduced, as specified in Appendix B, to reflect the proportionate share of the total usage of the facilities that is related to Subject Traffic originated by WKRTC. For any specific POC, a single, combined, per-minute rate, as specified in Appendix B, will apply which encompasses total compensation for Transport, call Termination and any other facilities utilized to terminate Subject Traffic on the other Party's respective network.

5.3 Non-Recurring Charges. NPCR agrees to the non-recurring fees as set forth in Appendix B for any additions to, or added capacity for, special access connecting facilities.

5.4 Inter-MTA Traffic. The specific Compensation arrangements set forth in this Agreement for Subject Traffic are not applicable to Inter-MTA Traffic described in Section 3.1.3. NPCR will provide compensation to WKRTC for originating and terminating Inter-MTA Traffic according to the terms and conditions of WKRTC's applicable federal and state access tariffs. Even though there may be some land-to-mobile InterMTA Traffic, the Parties will presume, for purposes of this Agreement, that there will be no land-to-mobile Inter-MTA Traffic

exchanged between the Parties over the connecting facilities established pursuant to this Agreement.

5.4.1 NPCR and WKRTC will develop mutually acceptable percent usage factors for the relative amounts of Inter-MTA Traffic and Subject Traffic delivered by NPCR over the connecting facilities pursuant to this Agreement as defined in Section 3.1. These percentage usage factors will apply to total traffic exchanged over the connecting facilities. The Parties will work together to develop an auditable report which shows, for traffic originated or terminated by NPCR and exchanged by the Parties over the connecting facilities pursuant to this Agreement, the ratio of inter-MTA Traffic to Subject Traffic for representative periods of time. The Parties agree that the original usage factors set forth in Appendix A will be used for a minimum of 12 months. If an auditable report can be developed to identify and measure inter-MTA Traffic and the Parties mutually agree to new traffic percentages based on the prior 12-month period, the percentages specified in Appendix A will be amended and applied to prospective periods.

5.4.2 The Parties recognize that the Inter-MTA traffic (defined in Section 3.1.3) may be both Interstate and Intrastate in nature. For the Inter-MTA traffic, the Parties will develop mutually acceptable Interstate and Intrastate factors. The percentages are specified in Appendix A. The relative Interstate and Intrastate percentages will be applied for the duration of this Agreement. Interstate access charges will apply to the percentage of Inter-MTA Traffic that is interstate in nature; intrastate access charges will apply to the percentage of Inter-MTA Traffic that is intrastate in nature.

5.4.3 The designation of traffic as either Subject Traffic (for which Transport and Termination charges apply) or Inter-MTA Traffic (for which access charges apply) for purposes of compensation pursuant to this Agreement shall be based on the actual originating and terminating points of the complete end-to-end call; provided, however, that for NPCR the location of the cell site serving the CMRS end user when the call begins shall be used as the determinant of the geographic location of the mobile customer.

5.5 Traffic Distribution. The relative directionality and distribution of traffic with respect to the connecting facilities is set forth in Appendix A. The Parties agree to use the default percentages set forth in Appendix A for the application of charges pursuant to this Agreement. The default percentages will be used for a minimum of 12 months. At the request of either Party thereafter, the factors will be adjusted based on the Parties' respective percentages of intra-MTA traffic delivered over the connecting facilities established pursuant to this Agreement. In any event, the Parties agree that the portion of intra-MTA traffic that is mobile-to-land will not exceed 72 percent and the portion that is land-to-mobile will not exceed 50 percent. In the event of a dispute regarding the adjustment to the intra-MTA factors, the dispute will be resolved pursuant to the provisions of Section 14.9.

6.0 NOTICE OF CHANGES

If a Party makes a change in its network which it believes will materially affect the interoperability of its network with the other Party, the Party making the change shall provide at least ninety (90) days advance written notice of such change to the other Party. In the event that the provision of ninety (90) days notice is not possible, the Party making the change shall provide notification within ten (10) business days after the determination to make the network change.

7.0 GENERAL RESPONSIBILITIES OF THE PARTIES

7.1 Thirty (30) days after the Effective Date of each quarter during the term of this Agreement, NPCR shall provide WKRTC with a rolling six (6) calendar month, non-binding forecast of its traffic and volume requirements for the services provided under this Agreement and in the form and such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Proprietary Information."

7.2 Each Party is individually responsible to provide facilities within its network which are necessary for routing, transporting, measuring, and billing traffic from the other Party's network and for delivering of such traffic it receives in that mutually acceptable format and to terminate the traffic it receives in that mutually acceptable format to the proper address on its network. Such facility shall be designed based upon the description provided under Section 4.0 above. The Parties are each solely responsible for participation in and compliance with national network plans, including the National Network Security Plan and the Emergency Preparedness Plan.

7.3 Neither Party shall use any service related to or use any of the services provided in this Agreement in any manner that prevents other persons from using their service or destroys the normal quality of service to other carriers or to either Party's Customers, and subject to notice and a reasonable opportunity of the offending Party to cure any violation, either Party may discontinue or refuse service if the other Party violates this provision.

7.4 The characteristics and methods of operation of any circuits, facilities or equipment of one Party connected with the services, facilities or equipment of the other Party shall not interfere with or impair service over any facilities of the other Party, its affiliated companies, or its connecting and concurring carriers involved in its services; or cause damage to the other Party's plant, impair the privacy of any communications carried over the facilities or create hazards to the employees of the other Party, its affiliated companies, or its connecting and concurring carriers or the public.

7.5 If such characteristics or methods of operation are not in accordance with the preceding paragraph, either Party will notify the other Party that temporary discontinuance of the circuit, facility or equipment may be required; however, when prior notice is not practicable, either Party may forthwith temporarily discontinue the use of a circuit, facility or equipment if such action is reasonable under the circumstances. In such case of temporary discontinuance, either Party will notify the other Party immediately by telephone and provide the other Party with the opportunity to correct the condition that gave rise to the temporary discontinuance. No allowance for interruption will be applicable.

7.6 Each Party is solely responsible for the services it provides to its customers and to other telecommunications carriers.

7.7 Each Party is responsible for administering NXX codes assigned to it.

7.8 At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law (e.g., workers' compensation insurance) as well as general liability insurance for personal injury or death to any one person, property damage resulting from any one incident, automobile liability with coverage of bodily injury for property damage. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a

program of self-insurance).

7.9 The physical connection of facilities, delivery of traffic, and/or termination of traffic may be temporarily discontinued by either Party upon 30 days' written notice to the other Party for repeated or willful violation of or refusal to comply with any of the provisions of this Agreement.

8.0 EFFECTIVE DATE, TERM, AND TERMINATION

8.1 This Agreement shall become effective 30 days following State Commission approval of this Agreement. When the Agreement becomes effective, the provisions contained in Section 2.0 of this Agreement shall apply with respect to the interpretation and construction of this Agreement and its ongoing relation to other references, including subsequent tariffs.

8.2 The initial term of this Agreement shall terminate on December 31, 2006 and shall then automatically renew on a year-to-year basis. Upon expiration of the initial term, either Party may terminate this Agreement by providing written notice of termination to the other Party, with such written notice to be provided at least sixty (60) days in advance of the date of termination.

8.2.1 Post-Termination Arrangements. For service arrangements made available under this Agreement and existing at the time of termination, those arrangements will continue without interruption until a replacement agreement has been executed by the Parties either (a) under an agreement voluntarily executed by the Parties; (b) under a new agreement arrived at pursuant to the provisions of the Act; or (c) under an agreement available according to the provisions of Section 252(i) of the Act, but in no case will the existing service arrangements continue for longer than 12 months following the date on which notice of termination is provided by either Party to the other Party.

8.3 Upon termination or expiration of this Agreement in accordance with this Section:

- (a) each Party shall comply immediately with its obligations set forth above;
- (b) each Party shall promptly pay all undisputed amounts (including any late payment charges) owed under this Agreement;
- (c) each Party's indemnification obligations shall survive termination or expiration of this Agreement.

8.4 The arrangements pursuant to this Agreement including the provision of services or facilities shall immediately terminate upon the suspension, revocation or termination by other means of either Party's authority to provide services. For WKRTC, authority involves the provision of local exchange or exchange access services. For NPCR, authority involves the provision of CMRS services under license from the Federal Communications Commission.

8.5 The services and facilities arrangements pursuant to this Agreement may be terminated by either Party upon not less than ten (10) days' written notice to the other Party for failure to pay undisputed amounts on the dates or at times specified for the facilities and services furnished pursuant to this Agreement.

8.6 Either Party may terminate this Agreement in whole or in part in the event of a

default by the other Party provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and that the defaulting Party does not cure the alleged default within thirty (30) calendar days of receipt of written notice thereof. Default is defined to include:

- (a) A Party's insolvency or the initiation of bankruptcy or receivership proceedings by or against the Party; or
- (b) A Party's refusal or failure in any material respect properly to perform its obligations under this Agreement, or the violation of any of the material terms and conditions of this Agreement.
- (c) Default as may be defined elsewhere in this Agreement.

9.0 CANCELLATION CHARGES

Except as provided herein, or as otherwise provided in any applicable tariff or contract referenced herein, no cancellation charges shall apply.

10.0 INDEMNIFICATION

10.1 Each Party agrees to release, indemnify, defend and hold harmless the other Party from and against all losses, claims, demands, damages, expenses, suits or other actions, or any liability whatsoever related to the subject matter of this Agreement, including, but not limited to, costs and attorneys' fees (collectively, a "Loss"), (a) whether suffered, made, instituted, or asserted by any other party or person, relating to personal injury to or death of any person, defamation, or for loss, damage to, or destruction of real and/or personal property, whether or not owned by others, arising during the term of this Agreement and to the extent proximately caused by the acts or omissions of the indemnifying Party, regardless of the form of action, or (b) suffered, made, instituted, or asserted by its own customer(s) against the other Party arising out of the other Party's provision of services to the indemnifying Party under this Agreement. Notwithstanding the foregoing indemnification, nothing in this Section 10.0 shall affect or limit any claims, remedies, or other actions the indemnifying Party may have against the indemnified Party under this Agreement, any other contract, or any applicable Tariff(s), regulations or laws for the indemnified Party's provision of said services.

10.2 The indemnification provided herein shall be conditioned upon:

- (a) The indemnified Party shall promptly notify the indemnifying Party of any action taken against the indemnified Party relating to the indemnification.
- (b) The indemnifying Party shall have sole authority to defend any such action, including the selection of legal counsel, and the indemnified Party may engage separate legal counsel only at its sole cost and expense.
- (c) In no event shall the indemnifying Party settle or consent to any judgment pertaining to any such action without the prior written consent of the indemnified Party, which consent shall not be unreasonably withheld.
- (d) The indemnified Party shall, in all cases, assert any and all provisions in its Tariffs or customer contracts that limit liability to third parties as a bar to any recovery by the third party claimant in excess of such limitation of liability.
- (e) The indemnified Party shall offer the indemnifying Party all reasonable cooperation and assistance in the defense of any such action.

10.3 In addition to its indemnity obligations under Section 10.1 and 10.2, each Party shall provide, in its Tariffs or customer contracts that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall such Party or any of its agents, contractors or others retained by such parties be liable to any

customer or third party for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable customer for the service(s) or function(s) that gave rise to such Loss, or (ii) any consequential damages (as defined in Subsection 11.2 below).

11.0 LIMITATION OF LIABILITY

11.1 Except in the instance of harm resulting from an intentional or grossly negligent action of one Party, the Parties agree to limit liability in accordance with this Section 11. The liability of either Party to the other Party for damages arising out of failure to comply with a direction to install, restore or terminate facilities; or out of failures, mistakes, omissions, interruptions, delays, errors or defects occurring in the course of furnishing any services, arrangements or facilities hereunder shall be determined in accordance with the terms of the applicable tariff(s) of the providing Party. In the event no tariff(s) apply, the providing Party's liability shall not exceed an amount equal to the pro rata monthly charge for the period in which such failures, mistakes, omissions, interruptions, delays, errors or defects occur. Recovery of said amount shall be the injured Party's sole and exclusive remedy against the providing Party for such failures, mistakes, omissions, interruptions, delays, errors or defects.

11.2 Neither Party shall be liable to the other in connection with the provision or use of services offered under this Agreement for indirect, incidental, consequential, reliance or special damages, including (without limitation) damages for lost profits (collectively, "Consequential Damages"), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including, without limitation, negligence of any kind, even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 10.

11.3 The Parties agree that neither Party shall be liable to the customers of the other Party in connection with its provision of services to the other Party under this Agreement. Nothing in this Agreement shall be deemed to create a third party beneficiary relationship between the Party providing the service and the customers of the Party purchasing the service. In the event of a dispute involving both Parties with a customer of one Party, both Parties shall assert the applicability of any limitation on liability to customers that may be contained in either Party's applicable tariff(s) or customer contracts.

12.0 COMPLIANCE WITH LAWS AND REGULATIONS

12.1 Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement. Each Party shall promptly notify the other Party in writing of any governmental action that suspends, cancels, withdraws, limits, or otherwise materially affects its ability to perform its obligations hereunder.

12.2 The Parties understand and agree that this Agreement will be filed with the Commission. The Parties reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event the Commission rejects this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the Agreement. Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction. Notwithstanding these mutual commitments, the Parties nevertheless enter into this Agreement without prejudice to any positions they have

taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related specifically to this Agreement or other types of arrangements prescribed in this Agreement.

13.0 DISCLAIMER OF REPRESENTATION AND WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES UNDER OR CONTEMPLATED BY THIS AGREEMENT AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

14.0 MISCELLANEOUS

14.1 Authorization

14.1.1 WKRTC is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.1.2 NPCR is a Delaware corporation, duly organized, validly existing and in good standing under the laws of the Commonwealth of Kentucky and has a full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, subject to necessary regulatory approval.

14.2 Disclaimer of Agency; No Third Party Beneficiaries; Independent Contractor

Neither this Agreement, nor any actions taken by either Party, in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create an agency, or any other type of relationship or third party liability between the Parties or between either Party and the customers of the other Party. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

14.3 Force Majeure

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: adverse weather conditions, fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the

Party's reasonable control. In such event, the affected Party shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interferences (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause(s) of non-performance and both Parties shall proceed to perform with dispatch once the cause(s) are removed or cease.

14.4 Treatment of Proprietary and Confidential Information

14.4.1 Both Parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including, but not limited to, trade secrets, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Proprietary Information"). Proprietary information shall remain the property of the disclosing Party. Both Parties agree that all Proprietary information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Proprietary Information will be returned to the owner within a reasonable time upon request of the disclosing party. Both Parties agree that the Proprietary information shall be utilized by the non-disclosing Party only to the extent necessary to fulfill the terms of this Agreement or upon such terms and conditions as may be agreed upon between the Parties in writing, and for no other purpose. Both Parties agree to receive such Proprietary information and not to disclose such Proprietary Information. Both Parties agree to protect the Proprietary information received from distribution, disclosure or dissemination to anyone except employees and duly authorized agents of the Parties with a need to know such Proprietary Information and which employees and agents agree to be bound by the terms of this Section. Both Parties will use the same standard of care to protect Proprietary Information received as they would use to protect their own confidential and proprietary information.

14.4.2 Notwithstanding the foregoing, both Parties agree that there will be no obligation to protect any portion of the Proprietary information that is either: 1) made publicly available by the owner of the Proprietary Information or lawfully disclosed by a non-party to this Agreement; 2) lawfully obtained from any source other than the owner of the Proprietary Information; 3) publicly known through no wrongful act of the receiving Party; 4) previously known to the receiving Party without an obligation to keep it confidential; 5) required to be disclosed by any governmental authority or applicable law; or 6) approved for release by written authorization of the disclosing Party.

14.5 Choice of Law. The construction, interpretation, enforcement and performance of this Agreement shall be in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws principles.

14.6 Taxes

Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of

any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.

14.7 Assignability

Either Party may, with the other Party's prior written consent, assign this Agreement to including, without limitation, its parent or other affiliate; such consent shall not be unreasonably withheld upon the provision of reasonable evidence by the proposed assignee that it has the resources, ability and authority to provide satisfactory performance under this Agreement. Any assignment or delegation in violation of this Subsection 14.7 shall be void and ineffective and constitute a default of this Agreement. This Agreement shall be binding on and inure to the benefit of the Parties and their respective legal successors and permitted assignee.

14.8 Billing and Payment; Disputed Amounts

14.8.1 WKRTC shall invoice NPCR on a monthly basis. NPCR shall pay any invoice, which is not the subject of a valid dispute, in immediately available U.S. funds, within (30) days from the date of the invoice. Billing will be based on factors contained in Appendix applied to the terminating minutes of use over the interconnection facilities as measured by WKRTC.

14.8.2 All charges under this agreement shall be billed within one year from the time the charge was incurred: previously unbilled charges more than one year old shall not be billed by either Party, and shall not be payable by either Party.

14.8.3 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Non-Paying Party") shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amount it disputes ("Disputed Amount") and include in such notice the specific details and reasons for disputing each item. The Non-Paying Party shall pay when due all undisputed amounts to the Billing Party.

14.8.4 If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, then either Party may file a complaint with the Commission to resolve such issues or proceed with any other remedy pursuant to law or equity.

14.8.6 The Parties agree that all negotiations pursuant to this subsection 14.8 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

14.8.7 Any undisputed amounts not paid when due shall accrue interest from the date such amounts were due at the lesser of (i) one and one-half percent (1-1/2%) per month or (ii) the highest rate of interest that may be charged under applicable law.

14.9 Dispute Resolution

Any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed, in the first instance, by good faith negotiation between the Parties. Should negotiations fail to resolve the dispute in a

reasonable time, either Party may initiate an appropriate action at the Kentucky Public Service Commission or a Kentucky judicial forum or upon mutual agreement, an acceptable arbitration process may be utilized.

14.10 Notices

Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, or (ii) delivered by express delivery service to the following addresses of the Parties:

For WKRTC:

Trevor Bonnstetter, General Manager
West Kentucky Rural Telephone Cooperative Corporation, Inc.
237 North 8th Street
Mayfield, Kentucky 42066

and

Gayle B. Robbins
Robbins & Robbins
101 South Seventh Street
Mayfield, Kentucky 42066

For NPCR:

Donald Manning
NPCR, Inc.
4500 Carillon Point
Kirkland, Washington 98022

and

Dan Kuban
NPCR, Inc.
8 Airline Drive, Suite 105
Albany, New York 12205

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, or (ii) the next business day when notice is sent via express delivery.

14.11 Joint Work Product.

This Agreement is the joint work product of the Parties and has been negotiated by the Parties and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against either Party.

14.12 No License.

14.12.1 Nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to any patent, copyright, trademark, trade name, trade secret or any other proprietary or intellectual property now or hereafter owned, controlled or

licensable by either Party. Neither Party may use any patent, copyrightable materials, trademark, trade name, trade secret or other intellectual property right of the other Party except in accordance with the terms of a separate license agreement between the Parties granting such rights.

14.12.2 Neither Party shall have any obligation to defend, indemnify or hold harmless, or acquire any license or right for the benefit of, or owe any other obligation or have any liability to, the other Party or its customers based on or arising from any claim, demand, or proceeding by any third party alleging or asserting that the use of any circuit, apparatus, or system, or the use of any software, or the performance of any service or method, or the provision of any facilities by either Party under this Agreement, alone or in combination with that of the other Party, constitutes direct, vicarious or contributory infringement or inducement to infringe, misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any Party or third party. Each Party, however, shall offer to the other reasonable cooperation and assistance in the defense of any such claim.

14.12.3 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY THE PARTIES OF THE OTHER'S FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED UNDER THIS AGREEMENT SHALL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

14.13 Survival

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

14.14 Entire Agreement.

This Agreement and any Exhibits, Appendices, Schedules, or tariffs which are incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

14.15 Non-Waiver.

Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.16 Publicity and Use of Trademarks or Service Marks.

Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.17 Severability

If any provision of this Agreement is held by a court or regulatory agency of competent

jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

14.18 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

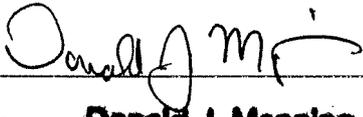
14.19 Modification, Amendment, Supplement, or Waiver

No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties. A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of such provisions or options.

14.20 Change of Law. If any legislative, regulatory, judicial or other government decision, order, determination or action, or any change in law applicable to this Agreement materially affects any material provision of this Agreement, the rights obligations of either Party herein, or the ability of a Party to perform any material provision of this Agreement, the Parties shall promptly renegotiate in good faith and amend this Agreement in writing in order to make such mutually acceptable revisions to this Agreement as may be required in order to conform the Agreement to applicable law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this ____ day of September, 2005.

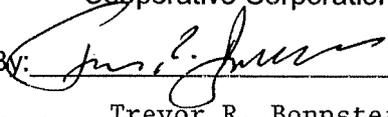
NPCR, Inc.

By: 

Printed: **Donald J. Manning**
Vice President

Title: _____

West Kentucky Rural Telephone
Cooperative Corporation, Inc

By: 

Printed: Trevor R. Bonnstetter

Title: CEO

DESIGNATION OF POINT(S) OF CONNECTION
AND TRAFFIC DISTRIBUTION
CMRS-LEC AGREEMENT

This Appendix specifies the Points of Connection ("POCs") pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between NPCR, Inc. ("NPCR") and West Kentucky Rural Telephone Cooperative, Inc. ("WKRTC") and the relative directionality and distribution of traffic with respect to the connecting facilities associated with each POC as follows:

Type 2A Interconnection

POC #1 -- For the exchange of LEC-CMRS two-way traffic between the Parties' networks within the Louisville, Kentucky MTA pursuant to this Agreement, the Parties agree to connect forty-eight (48) trunks using two (2) DS1 facilities by means of cable at a junction point located at V and H coordinates: V=7038, H=3069.

For the total amount of two-way traffic delivered by the Parties over the connecting facilities, the Parties agree to the following distribution of traffic:

% Mobile-to-Land traffic terminating on WKRTC's network	= 72%
% Land-to-Mobile traffic terminating on Nextel Partners' network	= 28%

For the Seventy-Two percent (72%) of total traffic terminating on WKRTC's network, the Parties agree to the following distribution of traffic:

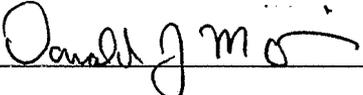
% Subject Traffic	= 95%
% Intrastate Inter-MTA Traffic	= 5%
% Interstate Inter-MTA Traffic	= 0%

For the Twenty-Eight percent (28%) of total traffic terminating on NPCR's network, the Parties agree to the following distribution of traffic:

% Subject Traffic	= 100%
% Intrastate Inter-MTA Traffic	= 0%
% Interstate Inter-MTA Traffic	= 0%

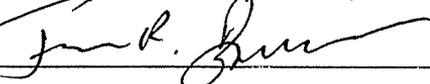
Approved and executed this _____ day of September, 2005.

NPCR, Inc.

By: 

Printed: **Donald J. Manning**
Title: **Vice President**

West Kentucky Rural Telephone
Cooperative Corporation, Inc.

By: 

Printed: Trevor R. Bonnstetter

Title: CEO

Schedule of Charges
Pursuant to the Agreement for Facilities-Based Network Interconnection
for Transport and Termination of Telecommunications Traffic
CMRS-LEC AGREEMENT

This Appendix specifies the rates for the Transport and Termination of traffic delivered by one Party to the network of the other Party pursuant to the Agreement for Facilities-Based Network Interconnection for Transport and Termination of Telecommunications Traffic (CMRS-LEC Agreement) between West Kentucky Rural Telephone Cooperative Corporation, Inc. ("WKRTC) and NPCR, Inc. ("NPCR) as follows:

CHARGES FOR TRANSPORT, TERMINATION AND TANDEM SWITCHING for Subject Traffic:

Subject Traffic originated by NPCR and delivered to WKRTC over Type 2A trunks at POC #1: rate per terminating minute of use for all end offices of WKRTC through its Folsomdale tandem switch \$0.012/MOU

Subject Traffic for which Transport and Termination charges apply originated by WKRTC and delivered to Nextel Partners over Type 2A trunks at POC #1: rate per terminating minute of use \$0.000/MOU (Zero)

Charges for Access Transport, Access Termination and Access Tandem Switching for Inter-MTA Traffic:

Current WKRTC access tariffs in the proper jurisdiction apply.

Special Access Connecting Facilities:

WKRTC will charge NPCR special access monthly recurring rates pursuant to WKRTC's effective intrastate access tariff for the connecting facilities between POC#1 as set forth in Appendix A and WKRTC's Folsomdale tandem office.

WKRTC will charge NPCR special access non-recurring rates pursuant to WKRTC's effective intrastate access tariff for any new connecting facilities.

WKRTC will credit NPCR 26.992% of the charges specified in this section for its portion of special access transport. Should the Parties mutually agree to revise the percentage traffic flow calculation, the percent special access credit will be modified to reflect the revised traffic flow percentage, but under no circumstances will the credit exceed 50%.

Approved and executed this _____ day of -september_____, 2005.

NPCR, Inc.

West Kentucky Rural Telephone Cooperative Corporation, Inc.

By: [Signature of Donald J. Manning]

By: [Signature of Trevor R. Bonnstetter]

Printed: Donald J. Manning Vice President

Printed: Trevor R. Bonnstetter

Title: _____

Title: CEO _____

Schedule of Allowable NXX Calling Scope
For Traffic Exchange at POC #1
and
Designation of Nextel Partners CMRS Service Area

West Kentucky Rural
Telephone Cooperative - NXX

Nextel Partners -- NXX and
Associated Local Service Areas

Sedalia (270-328-xxxx)
Farmington (270-345-xxxx)
Wingo (270-376-xxxx)
Lynnville (270-382-xxxx)
Fancy Farm (270-623-xxxx)
Lowes (270-674-xxxx)
Folsomdale (270-856-xxxx)
West Plains (270-658-xxxx)

Mayfield (270-970-6xxx)
Mayfield (270-970-6xxx)

Lynn Grove (270-435-xxxx)
New Concord (270-436-xxxx)
Hardin (270-437-xxxx)
Kirksey (270-489-xxxx)
Hazel (270-492-xxxx)
South Hazel (270-498-xxxx)

Murray (270-226-2xxx)
Murray (270-226-2xxx)
Murray (270-226-2xxx)
Murray (270-226-2xxx)
Murray (270-226-2xxx)
Murray (270-226-2xxx)

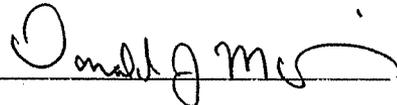
Nextel Partners Service Area by Counties in the Commonwealth of Kentucky:

All Kentucky counties except Boone, Kenton, Campbell, Gallatin, Grant, Pendleton and Bracken.

Approved and executed this _____ day of September, 2005.

NPCR, Inc.

West Kentucky Rural Telephone
Cooperative Corporation, Inc.

By: 

By: 

Printed: **Donald J. Manning**
Vice President

Printed: Trevor R. Bonnstetter

Title: _____

Title: CEO